

Panaji, 11th March, 2010 (Phalguna 20, 1931)

SERIES II No. 50

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

*Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 49 dated 4-3-2010, as follows:-*

- 1) *Extraordinary dated 4-3-2010 from pages 1295 to 1298 regarding Orders and Notification from Department of Elections and Notification from Department of General Administration.*
- 2) *Extraordinary (No. 2) dated 5-3-2010 from pages 1299 to 1300 regarding Orders from Department of Elections (Goa State Election Commission).*

### GOVERNMENT OF GOA

#### Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

#### Notification

No. 15-21(AH)/2009-10/5191

In pursuance of the provision under Rule 22(1) of the Goa State Veterinary Council Rules, 1990 it is hereby notified for information that the following candidates have been duly elected to the Goa State Veterinary Council in the election held recently.

1. Dr. Rajaram Nilkant Naik.
2. Dr. Agostinho Antonio Rosario Misquita.
3. Dr. Santosh Vaman Desai.
4. Dr. Vasant N. Malkarnekar.

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 2nd March, 2010.

#### Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

#### Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Shree Mahadev Ghadvans Pani Vantap Vyavastha Sahakari Saunstha Maryadit, Ozari, Deulwada, Pernem-Goa has been registered under code symbol No. GEN-(c)-42/NZ/Goa.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 8th January, 2010.

#### Certificate of Registration

Shree Mahadev Ghadvans Pani Vantap Vyavastha Sahakari Saunstha Maryadit, Ozari, Deulwada, Pernem-Goa has been registered on 08-01-2010 and it bears registration code symbol No. GEN-(c)-42//NZ/Goa. It is classified as "Lift Irrigation Society" in terms of Rule 8(1)(11) and sub-classified as "Flow Irrigation Society" under sub-rule 11(b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 8th January, 2010.

#### Notification

No. ARCS/CZ/HSG/759/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Models Celebrity Co-operative Housing Maintenance Society Ltd., Caranzalem, Ilhas-Goa

has been registered under code symbol No. ARCS/CZ/HSG/670/7(d)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 25th January, 2010.

#### Certificate of Registration

The Models Celebrity Co-operative Housing Maintenance Society Ltd., Caranzalem, Ilhas-Goa is registered on 25-01-2010 and it bears registration No. ARCS/CZ/HSG/670/7(d)/Goa and it is classified as "Housing Society", under sub-classification No. 7(d) as "Co-operative Housing Maintenance Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 25th January, 2010.

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#### Notification

No. ARCS/CZ/HSG/749/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, The Vijayadurga Co-op. Housing Society Ltd., Khadpabandh-Ponda-Goa has been registered under code symbol No. ARCS/CZ/HSG/669/7(b)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 12th January, 2010.

#### Certificate of Registration

The Vijayadurga Co-op. Housing Society Ltd., Khadpabandh-Ponda-Goa is registered on 12-01-2010 and it bears registration No. ARCS/CZ/HSG/669/7(b)/Goa and it is classified as "Housing Society", under sub-classification No. 7(b), as "Co-partnership Housing Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 12th January, 2010.

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#### Notification

No. ARCS/CZ/HSG/750/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies

Act, 2001, The Lawande Penthouses Co-op. Housing Society Ltd., Curla Vaiguinim, Dona Paula, Goa has been registered under code symbol No. ARCS/CZ/HSG/668/7(b)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 4th January, 2010.

#### Certificate of Registration

The Lawande Penthouses Co-op. Housing Society Ltd., Curla Vaiguinim, Dona Paula, Goa is registered on 04-01-2010 and it bears registration No. ARCS/CZ/HSG/668/7(b)/Goa and it is classified as "Housing Society", under sub-classification No. 7(b), as "Co-partnership Housing Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 4th January, 2010.

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#### Notification

No. ARCS/CZ/HSG/760/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Sumit Classic Co-operative Housing Society Ltd., Opp. Ponda Municipal Council Building, Sadar, Ponda-Goa has been registered under code symbol No. ARCS/CZ/HSG/671/7(b)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 27th January, 2010.

#### Certificate of Registration

The Sumit Classic Co-operative Housing Society Ltd., Opp. Ponda Municipal Council Building, Sadar, Ponda-Goa is registered on 27-01-2010 and it bears registration No. ARCS/CZ/HSG/671/7(b)/Goa and it is classified as "Housing Society", under sub-classification No. 7(b), as "Co-partnership Housing Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 27th January, 2010.

**Order**

No. 17-33-75/ARSZ/Credit/2650

- Read: (1) Final report received from the Liquidator the Zonal Agricultural Staff Credit Co-op. Society Ltd., Margao-Goa.
- (2) Order No. 17-33-75/ARSZ/Credit/1034 dated 23rd July, 2009, terminating the Liquidation proceeding of the Zonal Agricultural Staff Credit Co-op. Society Ltd., Margao-Goa.

In exercise of the powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, P. M. Naik, Asstt. Registrar of Co-op. Societies South Zone, Margao-Goa, in furtherance to above referred order at Sr. No. 2, hereby cancel the registration of the Zonal Agricultural Staff Credit Co-op. Society Ltd., Margao-Goa and it shall cease to be a corporate body from the date of cancellation of registration.

Sd/- Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th February, 2010.

**Order**

No. 18-68-88/ARCS/SZ/HSG/2564

- Read: (1) Final report received from the Liquidator, The Naval Officer Co-op. Housing Society Ltd., Vasco-da-Gama-Goa.
- (2) Order No. 18-68-88/ARCS/SZ/HSG/941 dated 14th July, 2009, terminating the Liquidation proceeding of The Naval Officer Co-op. Housing Society Ltd., Vasco-da-Gama-Goa.

In exercise of the powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, P. M. Naik, Asstt. Registrar of Co-op. Societies South Zone, Margao-Goa, in furtherance to above referred order at Sr. No. 2, hereby cancel the registration of the Naval Officer Co-op. Housing Society Ltd., Vasco-da-Gama-Goa and it shall cease to be a corporate body from the date of cancellation of registration.

Sd/- Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 28th January, 2010.

**Order**

No. 20-260-2006/ARSZ/HSG/2527

- Read: (1) Final report dated 20-08-2009, received from the Liquidator, The Emmanuel Co-op. Housing Society Ltd., Adarsh Nagar, Chicalim, Vasco-da-Gama-Goa.
- (2) Order No. 20-260-2009/ARSZ/HSG/1428 dated 14th September, 2009, terminating the Liquidation proceeding of The Emmanuel Co-op. Housing Society Ltd., Adarsh Nagar, Chicalim, Vasco-da-Gama-Goa.

In exercise of the powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, P. M. Naik, Asstt. Registrar of Co-op. Societies South Zone, Margao-Goa, in furtherance to above referred order at Sr. No. 2, hereby cancel the registration of The Emmanuel Co-op. Housing Society Ltd., Adarsh Nagar, Chicalim, Vasco-da-Gama-Goa and it shall cease to be a corporate body from the date of cancellation of registration.

Sd/- Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 21st January, 2010.

**Order**

No. 18-35-72/ARSZ/Fisheries/2525

- Read: (1) Final report dated 20-12-2009, received from the Liquidator, the Marmagao Fisheries Co-op. Society Ltd., Vasco-da-Gama-Goa.
- (2) Order No. 18-35-72/ARSZ/Fisheries/940 dated 14th July, 2009, terminating the Liquidation proceeding of the Marmagao Fisheries Co-op. Society Ltd., Vasco-da-Gama-Goa.

In exercise of the powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, P. M. Naik, Asstt. Registrar of Co-op. Societies South Zone, Margao-Goa, in furtherance to above referred order at Sr. No. 2, hereby cancel the registration of the Marmagao Fisheries Co-op. Society Ltd., Vasco-da-Gama-Goa and it shall cease to be a corporate body from the date of cancellation of registration.

Sd/- Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 21st January, 2010.

**Notification**

No. 5-1253-2010/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Prime Pearl Co-op. Housing Society Ltd.," Near Mercedes Vaddem Chapel, Vaddem, Vasco-da-Gama-Goa is registered under code symbol No. HSG-(b)-749/South Goa/2010.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 10th February, 2010.

**Certificate of Registration**

"The Prime Pearl Co-op. Housing Society Ltd.," Near Mercedes Vaddem Chapel, Vaddem, Vasco-da-Gama-Goa has been registered on 10-02-2010 and it bears registration code symbol No. HSG(b)-749/South Goa/2010 and it is classified as "Housing Society", under sub-classification No. 7(b)-Co-partnership Housing Society," in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 10th February, 2010.

**Department of Education, Art & Culture**

Directorate of Technical Education

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**Order**

No. 16/288/Recruit-Posts/DTE/GEC/PFI/467

Read: Memorandum No. 16/228/Recruit-Posts/ /GEC/PFI/2646 dated 18-12-2009.

On the recommendation of the Goa Public Service Commission vide their letter No. COM/I/5/18(1)/94-2009/Vol.I/271 dated 03-09-2009, Government is pleased to appoint Kum. Rachel Selva Dhanaraj on temporary basis to the post of Lecturer in Computer Engineering in Goa College of Engineering, Farmagudi against the post created vide Order No. 16/123/Creation of variouspost/GEC/DTE/02/ /1198 dated 01-07-2003 on an initial pay of Rs. 8,000/- in the pre-revised pay scale of Rs. 8,000-275-13,500 with effect from the date of joining the post as per the terms and conditions contained in the Memorandum cited above.

Kum. Rachel Selva Dhanaraj will be on probation for a period of two years she should join duties within

30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

She has been declared fit by Medical Authorities vide Medical certificate dated 01-01-2010.

This is issued with the permission of the State Election Commission vide their letter No. 5-18-2010/ /SEC-571 dated 23-02-2010.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Addl. Secretary.

Porvorim, 26th February, 2010.

**Polytechnic Section**

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**Corrigendum**

No. 25/4/46/2001/DTE/500

Read : Order No. 25/4/46/2001/DTE/2052 dated 21-10-2008.

"In the order of acceptance of voluntary retirement and relieving of Shri Rajendra G. Phadte, H.O.D. Electronic & Communication at Government Polytechnic, Bicholim referred to the above, the date "31st October, 2008" in the second line of first para shall be read as "1st November, 2008" and the date "31st October, 2008" in the second para shall be read as "1st November, 2008 (b.n.)".

The other text of the order shall remain unchanged.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Addl. Secretary.

Porvorim, 2nd March, 2010.

**Department of Finance**

Revenue and Control Division

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**Order**

No. 6/1/2008-Fin(R&amp;C)(Part)

Read: 1) Order No. 6/1/2008-Fin(R&C) Part dated 21-02-2008.

2) Order No. 6/1/2008-Fin(R&C) Part dated 10-04-2008.

3) Order No. 6/1/2008-Fin(R&C)(Part)  
dated 06-07-2009.

The ad hoc promotion of the following Commercial Tax Officer (Group 'B' Gazetted) made vide Orders dated 21-02-2008 and 10-04-2008 and extended vide Order dated 06-07-2009, cited above are hereby extended for further period of six months as shown below against their names or till appointment is made on regular basis, whichever is earlier.

Sr. No.	Name of the Officers	Period	
		From	To
1.	Smt. Asha Harmalkar	21-08-2009	28-02-2010.
2.	Shri Diogo Fernandes	21-08-2009	28-02-2010.
3.	Shri Xec Jainuddin	10-10-2009	09-04-2010.
4.	Shri Ismail A.K. Shaikh	10-10-2009	09-04-2010.
5.	Smt. Swati A. Dalvi	10-10-2009	09-04-2010.
6.	Smt. Deepali D. Naik	10-10-2009	09-04-2010.
7.	Shri Ulhas K. Naik	10-10-2009	09-04-2010.
8.	Shri Alexio Francisco Vaz	10-10-2009	09-04-2010.
9.	Smt. Maria Christina Varella	10-10-2009	09-04-2010.
10.	Smt. Voilet B. Gomes	10-10-2009	09-04-2010.

This is issued with the concurrence of Goa Public Service Commission, Panaji conveyed vide their letter No. COM/II/11/43(1)/94/152 dated 04-02-2010.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary, Fin(Rev. & Cont.).

Porvorim, 26th February, 2010.

#### Notification

No. 5/7/2008-Fin(R&C)

In exercise of the powers conferred by clause (i) of sub-section (1) of Section 25 of the Goa Tax on Entry of Goods Act, 2000 (Goa Act 14 of 2000) (hereinafter referred to as the "said Act"), the Government of Goa, being of the opinion that it is necessary in public interest so to do, hereby exempts the tax payable under the said Act in respect of the Ambassador Car (LMV) 1817 CC, Chassis No. MA7AM18MFJU000988, Engine No. 3ELEJ109467, Petrol (5 seator including driver), Model-June/2009, purchased by the Director, ICAR, Research Complex for Goa, Ela, Tiswadi, Goa, from

Hindusthan Motors Limited, Kolkata, under Invoice 01108 dated 3-6-2009.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary, Finance (R&C).

Porvorim, 3rd March, 2010.

#### Department of Information & Publicity

##### Order

No. DI/INF/I.F.C.Loan/(10)/09/9479

The Government of Goa is pleased to constitute a Selection Committee under Section 5(1) of the Goa Scheme for Financial Assistance for Computer to Working Journalists, 2008, as follows with immediate effect:

- |  |     |                   |
|--|-----|-------------------|
| 1. Secretary (Information and Publicity)             | ... | Chairman.         |
| 2. Shri Paresh Prabhu, Editor, Navprabha             | ... | Member.           |
| 3. Shri Sagar Javdekar, Chief Reporter, Tarun Bharat | ... | Member.           |
| 4. Shri Sagar Keshkamat, Senior retired Bank Officer | ... | Member.           |
| 5. Director, Information and Publicity               | ... | Member Secretary. |

The non-official members of the Committee will be entitled for a sitting fee of Rs. 450/- per sitting.

By order and in the name of the Governor of Goa.

*Menino Peres*, Director, Information & Publicity & ex officio Joint Secretary.

Panaji, 2nd March, 2010.

#### Department of Labour

##### Notification

No. 28/1/2010-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 28-10-2009 in reference No. IT/87/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 18th January, 2010.



IN THE LABOUR COURT-II  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)

Case No. Ref. IT/87/07

Workmen

Rep. by Goa Trade & Commercial

Workers' Union,

Velho's Building, 2nd Floor,

Opp. Municipal Garden,

Panaji-Goa.

... Workmen/Party I

V/s

M/s. Dura Line India Pvt. Ltd.,

Electronic City, Plot No. 1-24, 25,

Phase II A, Verna,

Salcete-Goa.

... Employer/Party II

Party I/Workman is represented by Adv., Suhas  
Naik.

Party II/Employer is represented by Adv., P.  
Chawdikar.

Panaji Dated: 28th October, 2009.

AWARD

1. In exercise of the powers conferred by Section 10(1)(c) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 13-11-2006 bearing No. 28/8/2006-LAB/ /904 referred the following dispute for adjudication of this Labour Court-II.

“(1) Whether the below detailed charter of Demands served vide letter dated 06-09-2005, on the Management of M/s. Dura-Line India Pvt. Ltd., Verna, Goa by the Goa Trade & Commercial Workers' Union on behalf of the Union are legal and justified?

CHARTER OF DEMANDS

**(1) FLAT-RISE IN THE BASIC SALARY:**

The Union demands that each workperson should be paid Rs. 1,000/- per month as a flat-rise over and above the existing gross salary earned by him/her as on 30-09-2004. The total gross salary of each workperson as on 30-09-2004 Plus the Flat-Rise of Rs. 1,000/- per month be placed in their respective pay scales given below and fitted in appropriate stage in the pay-scale to be made effective from 01-10-2004.

GRADE

PAY-SCALES

Operator 6025-300-7775-500-10275-650-13525

Basic salary for all purposes shall be considered as inclusive of Personnel Pay, Fixed Dearness Allowance (FDA) and Variable Dearness Allowance (VDA) including for the purpose of calculating all the benefits and allowances like House Rent Allowance (HRA) Overtime, Bonus, Provident Fund, Gratuity, etc.

**(2) FIXED DEARNESS ALLOWANCE:**

The Union demands that each worker shall be paid a Fixed Dearness Allowance (FDA) at the rate of Rs. 1,000/- per month with effect from 01-10-2004.

**(3) VARIABLE DEARNESS ALLOWANCE:**

The Union demands that each worker shall be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 2.00 per point rise over 1400 AACPI points (1960=100).

The Variable Dearness Allowance shall be revised every quarter and that to start with shall be effective from 01-10-2004.

**(4) HOUSE RENT ALLOWANCE:**

House Rent Allowance (HRA) be maintained at the present rate of 40% of the basic salary and made uniformly applicable to all the workers with effect from 01-10-2004.

**(5) CONVEYANCE ALLOWANCE:**

The Union demands that each worker shall be paid Rs. 700/- per month as “Travelling Allowance” and the same should be made uniformly applicable to all the workers with effect from 01-10-2004.

Maintenance Section workers when working for 12 hours cannot avail of Company Transport. They should be paid @ Rs. 3/- per kilometer instead of the present Rs. 1.60 per kilometer towards transport.

**(6) SHIFT ALLOWANCE:**

The Union demands that each worker be paid “Shift Allowance” @ Rs. 10/-, Rs. 15/- and Rs. 20/- for the 1st shift, 2nd shift and 3rd shift respectively.

**(7) BONUS:**

Bonus to be paid to every worker @ 22% of the gross salary earned as is paid presently without ceiling.

**(8) COMPENSATORY OFF:**

Whenever workers work on a Sunday or on Industrial Holiday they should be paid double the wages with a Compensatory Off which should be given within 10 days of such work.

**(9) CANTEEN ALLOWANCE:**

Canteen Allowance should be paid uniformly @ Rs. 500/- per worker per month, effective from 01-10-2004.

**(10) WASHING ALLOWANCE:**

The Union demands that each worker is paid Rs. 200/- per month towards Washing Allowance, effective from 01-10-2004.

**(11) SAFETY SHOES AND RAINCOATS:**

2 pairs of Safety Shoes and a Raincoat be issued to each worker every year.

**(12) LEAVE FACILITIES:**

With effect from 01-10-2004 each worker be provided the following:

PRIVILEGE LEAVE (PL): 30 days per annum with facility to accumulate upto 120 days.

CASUAL LEAVE (CL): 12 days per annum with facility to accumulate upto 30 days.

SICK LEAVE (SL): 15 days per annum with facility to accumulate upto 30 days.

HOLIDAYS: Out of National and State Holidays 12 days per annum, be treated as holidays. The same should be fixed in consultation with the workers.

**(13) TEA AND SNACKS:**

Tea and Snacks to be provided to Workmen during working hours in each shift, as follows:

1st shift 10.00 a.m. tea and snacks and 3.00 p.m. tea; 2nd shift 6.00 p.m. tea and snacks; 3rd shift 2.00 a.m. tea and snacks plus tea and snacks at 7.00 a.m.

**(14) THE MEDICLAIM SCHEME:**

The existing Mediclaim Scheme is to be maintained but the choice of Insurance Company to be left to the workers.

**(15) MEDICAL ALLOWANCE:**

Medical Allowance be given to those workers who are not covered under ESI @ Rs. 5,500/- per annum, or the highest paid to any worker should be made uniformly applicable to all workers.

**(16) ACCIDENT LEAVE:**

The Union demands that whenever any workperson meets with an accident "while on duty" or "in course of employment" he/she should be paid full wages. In case the worker is covered by the Employees State Insurance Scheme and if 75% wages are paid by the Employees State Insurance Corporation as accident wages to the insured workperson, the remaining 25% wages should be paid by the Employer to the concerned workperson.

**(17) ALL THE CASUAL WORKERS TO BE MADE PERMANENT:**

The Union demands that all the casual/temporary/contract workpersons employees at Dura-Line India Private Limited should be made permanent and brought on the permanent workers rolls of Dura-Line India.

**(18) FESTIVAL ADVANCE:**

The Union demands that each workpersons should be paid Rs. 10,000/- as Festival Advance which is to be recovered in 10 equal installments and the same should be paid atleast 10 days prior to the following Festivals every year.

- (a) Ganesh Chaturthi.
- (b) Christmas.

**(19) SOAP AND TOWEL:**

The Union demands that each worker be given besides 1 washing soap per month presently given, a hand-towel once in 6 months.

**(20) MANPOWER:**

In the Maintenance Department there are presently only 2 operators. It should be increased to 4 in each shift to meet the exigencies of work.

**(21) LEAVE TRAVEL ALLOWANCE (LTA):**

Leave Travel Allowance should be paid @ Rs. 4,000/- per year to every Workmen with a facility to claim once in two years, effective from 01-10-2004.

**(22) THRIFT FUND:**

There should be a Thrift Fund created for the benefit of the workers, in any Financial Institution of the choice of the workers wherein monthly contribution of Rs. 150/- from the management should be deposited and Rs. 100/- that of the individual workers, towards their individual account to be collected at the time of leaving the services. This should be effective from 01-10-2004.

**(23) EDUCATION ALLOWANCE:**

Every worker shall be paid uniformly a fixed Education Allowance of Rs. 6,000/- per month, effective from 01-10-2004.

**(24) LOAN FACILITY:**

The Management should give interest free loans to individual workers seeking loan upto the extent of Rs. 50,000/- for the purpose of house repairs, weddings, vehicles and electronic items, etc.

**(25) INSURANCE SCHEME:**

There should be an accident benefit Insurance Scheme made applicable to every worker with the premium to be contributed by the Management.

(2) If not, to what relief the Workmen are entitled?"

On receipt of the reference, a case was registered under No. IT/87/07 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman/Party I (for short "Workmen") however, filed their statement of claim at Exhibit-6. The Union stated that it represents all the unionized Workmen employed at the Employers' factory and since their unionization it has been espousing the cause of these Workmen before the Employer and every other competent authority and forum. The Union stated that Employer is a factory engaged in the business of manufacturing and supply of silicone HDPE telecom Ducts used in Indian Telecom Industry and has been awarded ISO 9002. The Union stated that the product manufactured by the Employer Company has exclusive monopolistic demand in market i.e. spread all over the country as well as foreign market and the Employer Company is a leader in manufacturing and supply of silicone HDPE telecom ducts and has emerged as a market leader in manufacturing and supply of this business. The Union stated that the Employer Company has

shored up a formidable pool of skilled and competent workforce at every level in its organization which in turn has given it an added advantage and edge over its competitor. The Union stated that with this the Ducts manufactured by the Employer make way into telecommunication network requirements of more than 5,00,000 k.ms. per year besides supplying telecom ducts to various other foreign countries. The Union submitted that all its members are employed with the Employer since the inception of this factory. The Union stated that the wages and allowances were fixed in the year when the Workmen had initially joined this Company and since thereafter there has been no meaningful wage rise given to the Workmen. The Union stated that the Workmen are still working on the same wages and other service conditions as made applicable to them during their initial date of appointment. The Union stated that the present salaries and wages paid to these unionized Workmen were very low, pathetic and meagre and the same does not even make both ends meet and does not take care of their bare minimum basic needs, hence all the Workmen requested the Union to raise a Charter of Demands on the Employer Company requesting her to enhance their existing wages, salary, allowances and other service conditions. The Union stated that they accordingly raised a Charter of Demands dated 06-09-2005 specifically for the period of three years effective from 01-10-2004 to 30-04-2007. The Union stated that the said Charter of Demands dated 06-09-2005 was not settled by the Employer Company across the table inspite of series of requests, letters and reminders. The Union stated that after the submission of Charter of Demands dated 06-09-2005 many months were elapsed, but the Employer has failed to discuss and finalize these pending Charter of Demands with the Workmen and the Union. The Union stated that the Employer has been intentionally and deliberately adopting delaying tactics in order to frustrate and to create an element of fear, helplessness and anxiety in the minds of all the Workmen and has failed to negotiate and finalize the said Charter of Demands dated 06-09-2005 with them and to resolve the same across the table as the Employer is bent upon not to give any wage increase to his Workmen. The Union stated that the Employer's more than 200 Workmen at its factory and around 40 Workmen are on permanent rolls of the Employer working for the last more



than 10 years of continuous service. The Union stated that since the inception of the factory and after the appointment of these Workmen there has been no revision, enhancement or alteration of wages, salaries and other service conditions of these Workmen. The Union stated that the Employer is in a strong financial position to meet these demands. The Union stated that the Employer has made huge profit every year and has outstanding work orders from both domestic and foreign end users and dedicated clients. The Union stated the salaries paid by the Employer fails to take into consideration the rising cost of living index, market scenario and as such the present salaries paid to the Workmen are highly disproportionate and inadequate to meet the challenges of day-to-day living. The Union stated that several departments in the Employer Company runs in three shifts-operations and the Workmen is a beneficiary of highly productive workforce who immensely contribute in terms of physical and mental efforts to the manufacturing processes as well as output in terms and production quantity and their quality for the Employer Company. The Union stated that considering the efforts put in by the Workmen employed in his factory, the salaries and benefits enjoined upon them are a total mismatch and highly disproportionate. The Union stated that the Employer is bent upon not to give any wage-rise to the members of their Union and on the contrary the Employer Company is trying to undermine the membership of their Union by adopting various illegal and unfair labour practices. The Union stated that the Employer Company is also victimizing their Members/Workmen and took active interest in forming Management sponsored Union to discourage the membership of their majority Union. The Union stated that during the crucial period of trade union negotiations has given a wage-rise to few Workmen by signing a fraudulent and bogus wage settlement dated 01-11-2004 with these few Workmen and the clauses of the said settlement are totally unjust and amounts to contracting out and are totally one sided favouring the Employer Company. The Union stated that though the Employer Company signed the said fraudulent and bogus settlement with its few Workmen, the benefits of this settlement were never offered to their Members/Workmen. The Union stated that the said settlement is totally unjust, improper and

hence the said settlement is disputed and challenged by their Union. The Union stated that the Workmen working in this factory have not been properly designated and graded and that commensurately no proper pay scales have been made applicable to them. The Union stated that presently most of the Workmen are residing in rented houses and the existing salaries paid to these Workmen are not sufficient to meet the expenses of their house-rent which puts tremendous pressure on the Workmen. The Union stated that a sizeable quantum of Workmen's salary goes to pay house-rent, water bills, electricity bills and on the purchases of essential commodities in the open market as well as clothing, medicines, travel, schooling of children and their care. The Union stated that the rate of neutralization per point in Variable Dearness Allowance has not been made applicable to the Workmen working in the Employer's factory. The Union stated that the VDA points are increasing every month depending upon the inflation in the market-place and the demand raised by them for Variable Dearness Allowance (VDA) @ Rs. 2/- per point rise over 1,400/- AAICPI points along with the demand of Fixed Dearness Allowance @ Rs. 1,000/- per month w.e.f. 01-10-2004 are just fair and proper. The Union stated that the Employer Company has earned sizeable reserves and surplus and the workers employed in other factories and companies in Goa are paid higher salaries and allowances as compared to the Employer Company. The Union stated that the wage structure and service conditions granted in this Company have remained unchanged for considerably long period of time and hence it is not sufficient to take care of their basic day-to-day needs of the Workmen and their families. The Union stated that the products which are manufactured and supplied in Goa are simultaneously manufactured in other factories owned by the Employer group of companies. The Union stated that the Employer Company having activities all over India and at many places it has more than one factories for manufacturing the same item, however the Employer Company is not been paying uniform wage structure to all the employees all over India as required under the law laid down by the Supreme Court to which reference will be made here in at the appropriate place. The Union stated that the financial highlights shows tremendous rise in total income

of the Employer Company and earning per share of the Employer Company has also recorded an increase every year. The Union stated that the fixed assets/turnover ratio is also on the increase and this financial aspect of the entire corporate and also of the industrial system in which the factory under reference is concerned shows that the Company had made a large progress and earned prosperity during the last 7-8 years. The Union stated that a national company like Employer Company is required to pay to its workers on national basis and its manufacturing and supply activities are spread internationally and all over India and it cannot pay low wages to its workers without considering the facts and circumstances prevailing in Goa. The Union submitted that the Charter of Demands dated 06-09-2005 raised by them are just, fair and proper and are certainly akin to the situation that prevails in several industries in different units in the State and in the country. The Union stated that as soon as factories are set up the landlords starts extracting higher rents from the workers who come to stay close to the factory premises, thereby house-rents in the vicinity of the factory go up beyond the paying capacity of the employees and it becomes difficult and practically impossible for the workers who are paid low wages by the Employer while the landlords who extract more house-rent from such workers feeling that perhaps the workers are better paid so that such workers can be a source for extracting higher rent. The Union stated that the demand for VDA @ Rs. 2/- per point rise is a just and reasonable demand as in all other establishments of national character, VDA is paid at much higher rates than the paltry amount of Rs. 2/- as demanded by them. They therefore prayed that the Charter of Demands dated 06-09-2005 as mentioned in the order of reference be conceded in favour of the Workmen/Union with retrospective effect from 01-10-2004 alongwith the payment of arrears.

Thereafter, after filing of the statement of claim by the Workmen as aforesaid, the matter was fixed for filing the written statement of the Employer. On 22-08-2008 the Ld. advocate appearing for both the parties appeared before me and submitted that they are trying for an amicable settlement between the parties and sought time to settle the matter.

Thereafter, on 31-08-2009 the Ld. advocates representing the respective parties appeared before me and filed an application for Consent Award supported by the terms of settlement which is on record at Exhibit-8 and further submitted that the aforesaid matter be disposed off by passing Consent Award in terms of settlement arrived between the parties.

I have carefully perused the said terms of settlement at Annexure-A to the application for Consent Award at Exhibit-8 and I am of the opinion that the said terms of settlement are beneficial to Workmen. The said terms of settlement also help in keeping the peaceful harmonious relations between the parties and hence I consent for the same and allow the application for Consent Award.

In view of the above discussions and with regards to the above facts and circumstances I pass the following Order:

#### ORDER

1. The provisions of settlement shall be applicable to all the permanent Workmen who are on the rolls of the company on the date of signing of this settlement.
2. The provisions of this settlement however shall not be applicable to employees employed by any of the contractors or those working as retainer/temporary/part time employees whatsoever job or in whatsoever capacity they are engaged.

#### 3. Tenure of Settlement:

This settlement shall be effective for a period of 4 years i.e. from 1st October, 2004 until 30th September, 2008 and shall continue to remain effective till 30th September, 2008 and further binding on both parties in accordance with the provisions of the Industrial Disputes Act, 1947 and rules framed thereunder.

#### 4. Classification:

The Workmen shall be classified, as operators under Grade SP (Operators) and following pay scale shall be made applicable with effect from 1st October, 2004.

Grade SP (Operators): 1000-30-1150-35-1325-45-1550-60-1850-80-2250-105-2775-135-3450-170.

**5. Emoluments:**

The worker wise detailed break up of emoluments is enclosed as per "Annexure A". The various components have been explained as below:

- a) The existing monthly basic salary shall be increased in accordance with fitment in the applicable Grade.
- b) **Personal Pay (PP):** The difference of increment given on monthly basic salary as per above clause 4, after the fitment level shall be paid as Personal Pay (PP).
- c) **House Rent Allowance:** House Rent Allowance shall be paid at 40% of the monthly basic salary after fitment.
- d) All Workmen governed by this settlement shall be paid uniform amounts relating to each type of allowance, such as Special Allowance, Education Allowance, Transport Allowance, Canteen Allowance and Medical Allowance.

**e) Canteen Allowance:**

The Canteen Allowance shall be standardization at Rs. 330/- (Rupees three hundred and thirty only) per month, and the existing system of paying canteen allowance, shall be discontinued. The said amount shall be paid as Fixed Dearness Allowance w.e.f. 1st October, 2004.

**f) Special Allowance:**

The existing monthly Special Allowance shall be standardized at Rs. 200/- (Rupees two hundred only) and thereafter it shall be increased by another Rs. 100/- (Rupees one hundred only), per month, with effect from 1st October, 2004.

**g) Educational Allowance:**

The monthly Educational Allowance shall be first standardized at Rs. 450/- (Rupees four hundred fifty only) per month, and thereafter it will be increased by another Rs. 120/- (Rupees one hundred twenty only) per month with effect from 1st October, 2004.

**h) Medical Allowance:**

The Medical allowance shall be paid to all the Workmen falling outside the purview

of Employees State Insurance Act, 1948 and the same will be standardized at Rs. 360/- (Rupees three hundred and sixty only) per month.

**i) Conveyance Allowance:**

The Conveyance Allowance shall be standardized at Rs. 700/- (Rupees seven hundred only) per month and thereafter the said allowance shall be increased by Rs. 100/- (Rupees one hundred only) per month from 1st October, 2004.

**j) Washing Expense Reimbursement:**

The present limit of Rs. 50/- per month reimbursement of washing expenses, shall be increased by Rs. 286/- (Rupees two hundred eighty six only) per month from 1st October, 2004 till the end of the settlement.

- k) **Bonus:** The Bonus shall be paid as per the provisions of the Payment of Bonus Act, 1965. In case of Workmen outside the ambit of payment of Bonus Act, 1965 on account of drawing wages exceeding the limits prescribed therein the parties have voluntarily agreed with a view to further industrial harmony and peace to pay/accept as applicable a deferred wages quite akin to "bonus" but which amount shall not exceed Rs. 6,000/- per annum.

**l) Reimbursement of Leave Travel Concession:**

The Management shall reimburse upto Rs. 3,600/- (Rupees three thousand six hundred only) per annum as Leave Travel Concession, subject to following conditions:

- i) In the event any Workmen remains absent without pay he shall be entitled to be reimbursed Leave Travel Concession on a pro-rata basis.
- ii) The workers shall avail of at least 4 days leave for the purpose of Leave Travel Concession claim.

- 6. **Leave:** With a view to provide more flexibility and leave encashment benefit to workmen the casual leaves shall be merged with earned leave and the workmen shall

be eligible for a total of 22 (Twenty two) days of leaves (including casual leaves) per year of service with effect from 1st October, 2004. The leaves shall be governed by the existing rules of the Company from time to time.

- 7. Rain Coats:** Rain Coats will be given to the Workmen in the month of May, 2005 and May, 2007.

8. That with a view to meet emerging needs of the Management may devise a scheme for future admission of trainees and the Union agrees that it shall have no objection for such a procedure and

nothing shall come in the way of managerial functions and the Manager/s of the factory, as regards, re-organization, if required, to be done in future.

9. That the terms and conditions of service which are not dealt with or specifically altered by this settlement shall remain as per the existing Rules and Certified Standing Orders of the Company.
10. The Union/Workmen have agreed that their demands which have been settled by this settlement have caused huge financial burden on the Management of the Company and as such the Union and the Workmen agree not to raise directly or indirectly any demand involving additional liability on the Management during the period of operation of this settlement and this settlement is in full and complete satisfaction of all the demands forwarded by the Union.
11. That in case any work is required to be performed by the workers on urgent basis, as required by the Management, the workers shall not refuse to do the said work including overtime as and when required.
12. That those workers who accept the terms and conditions of this settlement shall submit their acceptance in writing in proforma as per "Annexure B", which is the part of this settlement. The terms and conditions shall be made applicable only to those Workmen who submit their accep-

tance within 2 days of the date of signing the settlement i.e. by close of office working hours of 19th June, 2009. The arrears if any shall be paid on or before July 15th, 2009 (Annexure A2).

13. That in the interest and progress of the Company, they shall extend their whole hearted and full co-operation to the management in improving the existing systems and to introduce new systems or methods which will help the Management to eliminate waste and to have efficient management of the Company and its business.
14. That they shall not resort to any direct action to settle any dispute or difference with the management and that they shall try to settle such disputes or differences by mutual discussions with the management and in case of failure to settle mutually, to have recourse to machinery under the Industrial Disputes Act, 1947 for settlement of Industrial Dispute. The Union agrees that maintaining of discipline in the Company is a prime responsibility of the management and in maintaining discipline and increasing efficiency the Union shall not interfere in or hinder performance of management's duty to enforce discipline within the provisions of law existing practice and procedures.
15. That any clause in the Charter of Demands not mentioned in the settlement will be considered to have been discussed and withdrawn.
16. That in pursuance above all matters starting from the period 01-10-2004 till date in Labour Court/Industrial Tribunal has been settled amicably and both the parties agree to withdraw pending litigations.
17. That the parties to pay an additional amount of Rs. 1,044/- each per month as Special Allowance for which no statutory dues are payable from both the side, since the arrears accrued for previous period. This amount will also not be entitled for any other direct/indirect benefits.



The parties hereto have also arrived at the Memorandum of understanding between them while day-to-day performing the duties. The terms of the said Memorandum of understanding as appended herewith as part and parcel of the current order.

1. The Union/Workmen have agreed that from immediate effect they would maintain normalcy at the shop floor and they will not resort to any direct action which will affect the image and the reputation of the Company without following due process of law.
2. The Union/Workmen shall resolve all issues/ /differences though bilateral discussions and in case of any difference shall approach competent forum and authority provided under law.
3. The Union/Workmen agreed that maintaining of discipline in the Company is a prime responsibility of the Management in maintaining discipline and increasing efficiency the Union shall not interfere in or hinder performance of Management's duty to enforce discipline within the provisions of law existing practice and procedures.
4. The Union/Workmen agreed to adhere to shift timings and all employees will be inside the shop floor before the start of the shift.
5. The Union/Workmen agreed that all employees will report to the Shift Engineer in the respective shift before joining work.
6. The Union/Workmen agreed that all employees will take charge of the shift from the employee who was working on the earlier shift.
7. The Union/Workmen agreed that all employees will stay for over time incase their reliever is absent or in case of exigencies of work.
8. The Union/Workmen agreed that no employee will leave the shop floor without intimating the supervisor.
9. The Union/Workmen agreed that all employees will be flexible in running any line allotted to them depending on the work schedule and priority.
10. The Union/Workmen agreed that all employees will stagger for tea and lunch breaks. There would not be an instance

where any employees will just leave his line unattended.

11. The Union/Workmen agreed that all employees will assist other operators incase of any breakdown in the line. They also take proactive steps to curtail machinery breakdown.
12. The Union/Workmen agreed that all employees will run their lines as per proper guidelines issued by the production department.
13. The Union/Workmen agreed that all employees will do preventive maintenance of their lines as per checklist and assist Maintenance Department in any breakdown maintenance.
14. The Union/Workmen agreed that all employees will attend training as and when scheduled by the management and also upgrade their skills constantly as per the requirement of the Company.
15. The Union/Workmen agreed that all employees will participate and contribute in different committees formed by the management to improve the working conditions of the employees like Shop, Floor Committee, Canteen Committee, Safety Committee, etc.
16. The Union/Workmen agreed that the Union members will abide strictly by the leave policies of the Company and will not remain absent without prior intimation and sanction from the production incharge.
17. The Union/Workmen will keep the machine clean and maintain good housekeeping within the area of their work.
18. In view of the above Consent Terms filed by the parties hereinabove the dispute as to "the detailed Charter of Demand served vide letter dated 06-09-2005 on the Management of M/s. Dura Line India Pvt. Ltd., Verna-Goa by the Goa Trade & Commercial Workers' Union on behalf of the Workmen are legal and justified" does not survive.

No order as to costs.

Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar),  
Presiding Officer,  
Labour Court-II.



**DURA-LINE INDIA PVT. LTD.,**  
Electronic City, Verna, Salcete, Goa-403 722  
Revised monthly Salary of Operators w.e.f. October, 2004.

Refer Annexure A 1

Sr.	Emp	Name of workmen	Grade	Basic (Rs.)	PP (Rs.)	Special allowance (Rs.)	F.D.A. (Rs.)	H.R.A. (Rs.)	Educational allowance (Rs.)	Medical expenses reimbursement (Rs.)	Washing reimbursement expenses to ESIC (Rs.)	Average cost of shift expenses to PF (Rs.)	Employer's contribution of PF (Rs.)	Gratuities provision (Rs.)	Bo-nus (Rs.)	LTC (Rs.)	LWF (Rs.)	Total (Rs.)	Sig-nature		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1.	4	Anil Vaigankar	SP(Operator)	3315	74	300	330	1355	570		800	336	217	320	506	191	500	300	15	9129	
2.	6	Bipin Kurdikar	SP(Operator)	3450	134	300	330	1434	570		800	336	217	333	533	197	500	300	15	9449	
3.	14	Estakiyo Fernandes	SP(Operator)	4810	9	300	330	1927	570	360	800	336	217	0	701	263	500	300	15	11437	
4.	19	Mariano Moura	SP(Operator)	3960	11	300	330	1588	570	360	800	336	217	0	585	222	500	300	15	10094	
5.	21	Noorappa Lamani	SP(Operator)	3180	1	300	330	1273	570		800	336	217	307	478	184	500	300	15	8790	
6.	34	Sushant Vengurlekar	SP(Operator)	3045	88	300	330	1253	570		800	336	217	303	471	178	500	300	15	8706	
7.	44	Victor Barbosa	SP(Operator)	3620	104	300	330	1490	570		800	336	217	343	552	205	500	300	15	9682	
8.	61	Audhut Naik	SP(Operator)	2355	19	300	330	950	570		800	336	217	253	368	145	500	300	15	7457	
9.	84	Anson David	SP(Operator)	1550	42	300	330	637	570		800	336	217	201	262	106	500	300	15	6165	
10.	85	Anthony Dias	SP(Operator)	2460	0	300	330	984	570		800	336	217	259	380	150	500	300	15	7600	
11.	89	Sudesh Shirodkar	SP(Operator)	1610	0	300	330	644	570		800	336	217	202	264	109	500	300	15	6197	
12.	90	Yogesh Arorkar	SP(Operator)	1460	0	300	330	584	570		800	336	217	192	244	102	500	300	15	5949	
13.	96	Sarvesh Gawde	SP(Operator)	1610	4	300	330	645	570		800	336	217	202	265	109	500	300	15	6202	
14.	100	Albert Vales	SP(Operator)	1610	11	300	330	648	570		800	336	217	203	265	109	500	300	15	6214	
15.	101	Jose Alemao	SP(Operator)	1610	0	300	330	644	570		800	336	217	202	264	109	500	300	15	6197	
16.	117	Vithal Ramnathkar	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
17.	118	Akshay Kavlekar	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
18.	119	Prashant Tandel	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
19.	129	Nareesh Hosalkar	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
20.	130	Japan Naik	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
21.	132	Praveen Naik	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
22.	133	Vishnu Borkar	SP(Operator)	1460	43	300	330	601	570		800	336	217	195	249	102	500	300	15	6018	
23.	139	Krishnanand Damsadekar	SP(Operator)	1460	32	300	330	597	570		800	336	217	194	248	102	500	300	15	6001	
24.	141	Satish Gavnekar	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
25.	165	Eknath Naik	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
Total				54245	757	7500	8250	22001	14250	720	20000	8400	5417	5258	8609	3396	12500	7500	375	179177	

Note: 1) The above Statement does not include the costs of Transport provided and subsidy given on Food.

2) The Reimbursements of Shift Expenses would be @ Rs. 10/- (Rupees ten only) for the second shift &amp; @ Rs. 15/- (Rupees fifteen only) for the third shift.

## Annexure A2

**Arrears Payable to Operators**

Sr. No.	Code No.	Name of Employees	Salary Arrears from Oct., '04 to March, '07	LTA Arrears from Oct., '04 to March, '07	LTA Arrears for April, '07 to Sept., '08	Bonus Arrears FY05-FY07	Additional increase of Rs. 1,044/- p.m. as per new settlement	Total Arrears Payable
1	2	3	4	5	6	7	8	9
1.	4	Anil Vaigankar	39,254	8,783	5,380	19,993	50,212	1,23,523
2.	6	Bipin Kurdikar	39,927	8,822	5,370	21,277	50,112	1,25,509
3.	14	Eustaquio Fernandes	38,540	8,887	5,390	33,994	50,112	1,36,923
4.	19	Mariano Moura	46,376	8,857	5,390	23,140	50,112	1,33,875
5.	21	Noorappa Lamani	39,858	8,975	5,400	19,599	50,112	1,23,944
6.	34	Sushant Vengurlekar	39,152	8,872	5,361	19,535	50,112	1,23,031
7.	44	Victor Barbosa	40,462	8,887	5,390	22,003	50,112	1,26,854
8.	61	Audhut Naik	36,915	8,546	5,282	17,396	50,112	1,18,251
9.	84	Anson David	38,451	8,911	5,390	15,180	50,112	1,18,044
10.	85	Anthony Dias	39,640	8,921	5,390	16,896	50,112	1,20,959
11.	89	Sudesh Shirodkar	38,080	8,822	5,390	15,129	50,112	1,17,534
12.	90	Yogesh Arorkar	36,683	8,541	5,183	14,184	50,112	1,14,704
13.	96	Sarvesh Gawde	37,999	8,798	5,390	15,021	50,112	1,17,319
14.	100	Albert Vales	37,799	8,635	5,400	14,827	50,112	1,16,773
15.	101	Jose Alemao	37,799	8,753	5,400	15,139	50,112	1,17,204
16.	117	Vithal Ramnathkar	36,459	8,497	5,370	13,993	50,112	1,14,432
17.	118	Akshay Kavlekar	38,201	8,901	5,390	14,736	50,112	1,17,340
18.	119	Prashant Tandel	35,941	8,369	5,361	14,264	50,112	1,14,046
19.	129	Naresh Hosalikar	38,159	8,892	5,390	14,775	50,112	1,17,327
20.	130	Jopan Naik	37,812	8,813	5,331	14,591	50,112	1,16,659
21.	132	Praveen Naik	37,267	8,679	5,390	15,099	50,112	1,16,548
22.	133	Vishnu Borkar	36,585	8,541	5,301	14,388	50,112	1,14,928
23.	139	Krishnanand Damsadekar	37,990	8,857	5,351	14,640	50,112	1,16,950
24.	141	Satish Gavnekar	37,845	8,822	5,400	14,656	50,112	1,16,835
25.	165	Eknath Naik	38,211	8,872	5,390	14,933	50,112	1,17,518
Total			9,61,404	2,19,255	1,34,182	4,29,390	1,252,800	2,997,031

**Notification**

No. 28/1/2010-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court I, at Panaji-Goa on 20-11-2009 in reference No. IT/62/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 4th February, 2010.

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IN THE INDUSTRIAL TRIBUNAL-  
-CUM-LABOUR COURT  
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. No. IT/62/07

Mrs. Marcelina A. Fernandes  
alias Mascarenhas,  
C/o Adv., Anacleth  
Mascarenhas,  
Ponda-Goa.

... Workman/Party I

V/s

M/s. Toyo Pharmaceuticals,  
Farooqui Mansion,  
Above Canara Bank,  
Ponda-Goa.

... Employer/Party II

Workman/Party I – Adv., Shri A. F. Mascarenhas.

Employer/Party II – Adv., Shri N. Sardessai.

**AWARD**

(Passed on this 20th day of November, 2009)

1. By order dated 22-08-2006, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the Management of M/s. Toyo Pharmaceuticals, Ponda, Goa in refusing employment to their workperson, Mrs. Marcelina A. Fernandes alias Mascarenhas, Packer w.e.f. 1-04-2005, is legal and justified?

(2) If not, what relief the workperson is entitled to?”

2. Notices were issued to both parties; pursuant to which the Party I has filed claim statement at Exb. 6. The Party II has filed written statement at Exb. 9 and the rejoinder of the Party I is at Exb. 12

3. The Party I has stated that she was an employee of the Party II from October, 1980 to 31-03-2005. The Party I has stated that the Party II had closed down the unit w.e.f. 1-04-2005, without following the procedure prescribed under Sec. 25F of the Industrial Disputes Act, 1947 and that the closure is illegal for want of compliance of the mandatory provisions under the law. The Party I has therefore claimed retrenchment compensation and other dues payable under the Industrial Disputes Act, 1947.

4. The Party II has claimed that the reference is not maintainable as it is the case of closure. The Party II has further stated that it had closed down the unit w.e.f. 31-03-2005 due to circumstances beyond its control. The Party II has stated that it had issued closure notices, which were served on the Party I, and that the Party I was paid the dues under voucher dated 11-04-2005. The Party II has denied that the closure is illegal and malafide and has stated that the Party I is not entitled for any relief.

5. Based on the aforesaid pleadings, the following issues were framed:

1. Whether the Party I proves that the action of the Party II in terminating his services is illegal and malafide?
2. Whether the Party I proves that his legal dues have not been paid?
3. Whether the Party II proves that the reference is not maintainable?
4. What relief? What Award?

6. During the pendency of the reference, efforts were made to settle the matter amicably. Lnd. Adv., Shri Chodneker was appointed as a mediator. On 17-11-2009, Lnd. Adv., Shri Chodneker appeared alongwith both parties and submitted that he was able to resolve the dispute amicably. He has placed on record the consent terms at Exb. 25 which are signed by the respective parties/representatives and their respective advocates. Both parties have stated that the said terms of settlement are agreeable to them. I have perused the said terms and in my considered opinion, the same are in the interest of the Workman. This

Tribunal would like to place on record and appreciate the efforts put in by Adv., Chodneker in bringing about the settlement.

7. Under the circumstances, the terms are taken on record and the following award is passed as per the terms of settlement.

## ORDER

- a) The parties have agreed that a sum of Rs. 70,000/- (Rupees seventy thousand only) will be paid by the Party II/Employer to the Party I as full and final settlement of the entire claim of the Party I against her Employer.
- b) The components included for arriving at the final settlement includes:
  - i) Retrenchment compensation of Rs. 36,138/-
  - ii) Gratuity of Rs. 36,138/-
  - iii) Additional wage of Rs. 5,220/-
- c) It is agreed between the parties that a sum of Rs. 4,275/- (Rupees four thousand two hundred seventy five only) was paid earlier to the Party I by the Party II as settlement of dues, which sum is now deducted from the total sum as referred in clause (b) above.
- d) Both parties have agreed that a rounded up sum of Rs. 70,000/- will be paid to the Party I by the Party II in full and final settlement in one installment which will be paid within 30 days from the filing of the present terms in this Hon'ble Tribunal.
- e) The Party I affirms that the settlement has put to an end the present claim in this reference as well as agrees that no further claim lies against the Party II in the present matter.

Inform the Government accordingly.

Sd/-  
(Smt. A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal-  
-cum-Labour Court.

## Notification

No. 28/1/2010-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 17-11-2009 in reference No. IT/40/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th February, 2010.

IN THE INDUSTRIAL TRIBUNAL-  
-CUM-LABOUR COURT  
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. No. IT/40/03

Shri Ayub Mulla,  
Workman rep. by  
The Royal Goan Beach  
Club Employees Union,  
Arpora, Baga, Bardez-Goa. ... Workmen/Party I  
V/s

M/s. Royal Goan Beach Club,  
Monterio, Arpora, Baga,  
Bardez-Goa.

... Employer/Party II

Workmen/Party I – Adv., Shri Suhas Naik.

Employer/Party II – Adv., Shri M. S. Bandodkar.

## AWARD

(Passed on this 17th day of November, 2009)

1. By order dated 2-07-2003, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the Management of M/s. Royal Goan Beach Club Monterio, Arpora-Baga, Bardez-Goa, in terminating the services of Shri Ayub Mulla H/K Supervisor, with effect from 14-02-2001, is legal and justified?

(2) If not, to what relief the above workman is entitled?”

2. On receipt of the reference, IT/40/03 was registered. The Party I has filed the claim statement at Exb. 4. The Party II has filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The Party I has claimed that he was employed with the Party II as a Housekeeping Supervisor. The Party I has claimed that he applied for sick leave for 15 days w.e.f. 3-07-2000. The Head of the Department had informed him that his leave was sanctioned. The Party I has stated that he was unable to resume his duties on 18-07-2000, as he had not recovered from his sickness. On 20-07-2000, he had informed the Party II that he was under-going medical treatment and would resume duties as soon as he recovers. He also filled the leave form and furnished the same to the Personal Department of the Party II. The Party I has stated that he was informed that his leave was sanctioned for another two months and he was advised to report for work after he recovers.

4. The Party I has stated that he reported for work on 28-08-2000 and handed the fitness certificate to Personal Department. The Party I has stated that he had received notice dated 30-08-2000 stating that an inquiry would be held against him for unauthorized absence, which amounts to misconducts. The Party I replied to the said show cause notice. He had not received any other communication. The Party I has stated that vide letter dated 14-02-2004, he was informed that his services stand terminated.

5. The Party I has stated that his termination is illegal and unjustified and is in total violation of Principles of Natural Justice. The Party I has therefore sought reinstatement with full back wage and continuity in service.

6. The Party II has denied that the Party I is a Workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947. The Party II has stated that the Party I was working in the managerial and supervisory capacity. The Party II has further stated that the Party I was in habit of remaining unauthorisedly absent and this was detrimental to the smooth functioning of the establishment. The Party I was warned and cautioned not to remain absent without leave. Despite these warnings there was no improvement in the conduct of the Party I and he continued to remain absent without information and permission.

7. The Party II has stated that it had issued to the Party I show cause notice-cum-chargesheet

dated 30-08-2000 for unauthorized absence. The Party I neither attended the inquiry nor submitted any information to show cause notice. Hence, no inquiry was conducted. The Party II has stated that since the Party I had not given satisfactory information to the show cause notice, the Party II had dispensed the services of the Party I vide letter dated 14-02-2001 on the ground of continuous ill health. The Party II has denied that the termination is illegal and unjustified. The Party II has therefore claimed that the Party I is not entitled for any relief.

8. Based on the aforesaid pleadings, the following issues were framed:

1. Whether the Party I proves that the termination of his services by the Party II w.e.f. 14-02-2001 is illegal and unjustified?
2. Whether the Party II proves that the Party I is not a "Workman" within the meaning of Sec. 2(5) of the I. D. Act, 1947?
3. Whether the Party I is entitled to any relief?
4. What Award?

9. The matter was posted for evidence and in the course of the proceedings, both parties appeared before the Tribunal and submitted that the dispute has been amicably settled. The parties have placed on record consent terms at Exb. 14. The terms are agreeable to both parties. I have perused the said terms and in my considered view, the said terms are in the interest of the Workman. Hence, the terms are taken on record and the following order is passed.

#### ORDER

1. It is agreed between the parties that the Management of M/s. Royal Goan Beach Club Monteiro, Baga, Bardez-Goa shall pay a sum of Rs. 89,678/- (Rupees eighty nine thousand six hundred seventy eight only) to Shri Ayub Mulla by cheque No. 309389 dated 5-11-09 drawn on HDFC Bank Ltd., payable at par in full settlement of all his claims, which shall include earned wages, bonus, leave encashment, overtime, gratuity etc., if any, arising out of employment and/or termination of services, including any other claim/sum which can be computed in terms of money.
2. It is agreed by Shri Ayub Mulla, the Party I that, he shall accept the amount mentioned in the clause (1) in full and final settlement of all his claims arising out of the employment/termination of his services,



including claim of earned wages, bonus, overtime, leave encashment, gratuity etc., if any or any other claim/sum which can be computed in terms of money, in complete satisfaction of all his claims including claim made in the present Reference No. IT/40/03 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or/and re-employment.

Inform the Government accordingly.

Sd/-  
(Smt. A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal-  
cum-Labour Court.

#### Notification

No. 28/1/2010-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court I, at Panaji-Goa on 20-11-2009 in reference No. IT/44/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 8th February, 2010.

#### IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. IT/44/03

Shri A. R. Srivathsa,  
M/s. C-I, Postal Qtrs.,  
Dicarpale, Navelim Qtrs.,  
Margao-Goa.

... Workman/Party I  
V/s

The Executive Director,  
M/s. Sundaram Motors,  
180 Anna Road,  
Chennai-6000 006.

... Employer/Party II

Party I/Workman represented by K. V. Nadkarni.

Party II/Employer-None present.

#### AWARD

(Passed on this 20th day of November, 2009)

1. By order dated 8-7-2003, the Government of Goa, in exercise of powers conferred under clause (d) of sub-section (1) of Section 10 of the Act, 1947 has referred to this Industrial Tribunal the following dispute for adjudication.

“(1) Whether the non-employment or refusal of employment of Shri A.R. Shrivathsa, from 9-10-01, by M/s. Sundaram Motors, Ponda, Goa, is legal and justified?

(2) If not, to what relief the workman is entitled?”

2. Pursuant to the reference, IT/44/03 was registered. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4. The Party II has not appeared before this Tribunal and has not contested the proceedings despite due service of the notice. Hence, the matter was ordered to proceed ex-parte against the Party II.

3. The Party I has stated that initially he was employed with the Party II as a trainee. Vide letter dated 6-10-94 he was employed as a Clerk on a probationary period of one year w.e.f. 10-10-94. His services were confirmed w.e.f. 10-10-95. By Memorandum dated 14-8-97 he was confirmed as Junior Sales Executive w.e.f. 1-9-97 and vide Memorandum dated 6-9-99 he was promoted as Asst. Sales Executive on a probationary period of one year. His services were confirmed w.e.f. 1-8-2000.

4. The Party I has stated that he was carrying out duties mainly of accepting orders from various company dealers of spare parts and was executing the said orders by supplying the said parts. He was also collecting cheques from the dealers towards material supplied to them. It was also his duty to feed in the centralized computer account system all the entries of accounts of each of the dealer dealt by him.

5. The Party I has stated that in December, 1999 local branch manager was transferred to Kolhapur and Shri Ram Krishna was posted to Goa as a Branch Manager. After said Shri Ram Krishna joined as a Manager, he started personally visiting the dealers and collecting orders for materials. The duties of the Party I were restricted to executing the orders and maintaining the accounts.

6. The Party I has stated that sometime in the last week of September, 2001, the Regional Manager, Shri Shridharan visited Goa and asked

him whether he was willing to go to Kolhapur on transfer. The Party I had stated that he had told the Regional Manager that he would prefer to go to Mangalore. In view of the preference given by the Party I, he was asked to contact the General Manager at Head Office, Chennai. Sometime in the first week of 2001, he received instructions from the Branch Manager to call on the Executive Director of the Party II at Chennai. Accordingly, he proceeded to Chennai.

7. The Party I has stated that he called upon the Executive Director on 9-10-2001 in the morning session. The Party I has stated that two muscle men and the General Manager HRD were seated in the office of the Executive Director. As soon as the Party I entered the cabin of the Executive Director, the said two muscle man forced him to sit on a chair in front of the Executive Director. The Party I has stated that the Executive Director conveyed a serious threat to his life if he failed to act as per his wishes. Thereafter, the Executive Director made wild allegations against him and placed some papers before him. The said two muscle men forced him to sign the said papers without allowing him to read the contents of the same. Thereafter, the said two muscle men forced him to write his resignation as dictated by the Executive Director. Immediately thereafter he was issued a letter stating that his resignation had been accepted and he was relieved from the services w.e.f. 9-10-01. The Party I has stated that the said two muscle men had taken his belongings including cash and then dropped him to the hotel. On the next day i.e. on 10-10-01 he was brought back to the cabin of the Executive Director and was forced to change dates on some forms and sign some papers. Thereafter, his personal belongings including cash were returned to him and he was allowed to return to Goa.

8. The Party I had stated that he had attended office at Goa on 12-10-01 and submitted the account of the travelling advance taken by him. He had refunded Rs. 250/- for which he was issued receipt No. 1422 dated 12-10-01. The Party I has stated that the local manager did not allow him to resume duties.

9. The Party I had stated that while he was on duty the General Manager (Parts) had visited Goa and had taken a print out from Computer Accounting System which showed outstanding balance of local dealers. The said General Manager had told the Party I that he was responsible for the said outstanding dues and he was asked to put a remark to that effect and state in writing that he

would collect the same in the said month. The Party I had stated that he had realized that the forms, which he was, forced to sign in Chennai were infact withdrawal forms of Provident Fund and Gratuity. He also realized that his signature was obtained on a promissory note wherein he had allegedly promised to pay to the company Rs. 750/- per month to clear the dues of the company.

10. The Party I has stated that he is not liable to pay any amount to the company and that his signature was forcibly obtained on the promissory note as well as the withdrawal forms. The Party I has further stated that he was forced to write and sign the resignation letter under threat to his life. The Party I has stated that he was refused employment w.e.f. 9-10-01 and that the said action of the Party II is illegal and unjustified. The Party I has therefore sought reinstatement with full back wages and continuity in service.

11. The Party I has filed his affidavit in evidence and has also produced documentary evidence. Shri K. Nadkarni has argued on behalf of the Party I. He has argued that the Party I was forced to sign the resignation letter. He has argued that the resignation was not voluntary and the act of the Party II in refusing employment to the Party I on the basis of such resignation letter is illegal and unjustified.

12. I have perused the record and considered the arguments advanced by Shri K. Nadkarni. The short point falling for my consideration is whether the Party I has proved that his resignation was obtained under force, coercion and duress. The answer to which in my considered opinion is nothing but in the negative for the following reasons:

13. In his affidavit in reply at Exb. 1 the Party I has stated that in the first week of October, 2001 he was instructed to meet the Executive Director of the Company at Chennai. Accordingly, he proceeded to Chennai and met the Executive Director of the Company on 9-10-01. The Party I has deposed that he had entered the office of the Executive Director he saw two muscle men and the General Manager (HRD) seated in the cabin of the Executive Director. He has deposed that the Executive Director had made wild allegations against them and had conveyed serious threats to his life. The Executive Director put forth some papers before him and forced him to sign the same in presence of the said two muscle men. Thereafter, he was directed to write his

resignation letter as dictated by the Executive Director and he was forced by the two muscle men to sign the same.

14. In short, the contention of the Party I is that his resignation was not voluntary and that it was obtained under threat duress and coercion by the Executive Director of the Party II company. It is to be noted that the Party I has placed on record the letter dated 9-10-01 at Exb. W-12 which clearly states that his resignation was accepted and that he was relieved from service w.e.f. 9-10-01. The Party I was thus well aware that he was relieved from service on the basis of his resignation. If at all the Party I was forced to tender his resignation, as a prudent person, the least that he was expected to do was to lodge a complaint in this regard. The Party I did not complain to any authority that his resignation was obtained under threat, duress or coercion. On the contrary, the Party I had addressed a letter dated 9-11-01 at Exb. W-13, to the Executive Director of the Party II, wherein he had stated that he had attended the Office at Chennai on 9-10-01 and submitted resignation as per the wish of the Executive Director. By the said letter the Party I had called upon the Executive Director to settle his dues. Even in this letter the Party I had not stated that he was forced to tender his resignation as alleged by him and this conduct itself belies the contention of the Party I that his resignation was obtained under threat and duress.

15. It is also pertinent to note that by letter dated 24-11-01 at Exb. W-14 the Party II had informed the Party I that after deducting an amount of Rs. 89,161/- from his PF and Gratuity towards the dues payable to the company, the Party I was still liable to pay to the Party II company an amount of Rs. 30,039/- It was stated that the Party I had agreed to pay an amount of Rs. 750/- per month towards these dues and had signed a promissory note to that effect. By the said letter the Party I was called upon to pay Rs. 750/- per month to clear the debt. It is pertinent to note that the Party I had not denied that he was liable to pay dues to the Party II and that he had signed a promissory note and had agreed to pay Rs. 750/- per month towards the debt. On the contrary, vide letter dated 22-12-01 at Exb. W-15 the Party I had only sought details of the amount due and had further stated that he would arrange to pay to Rs. 750/- per month as soon as he gets a regular job. This letter also falsifies the claim of the Party I that he was forced into signing the resignation letter or the promissory note. It is curious to note that though

the Party I was relieved from service from 9-10-2001 the story of forcible resignation was put forth for the first time on 26-7-02. This story in my considered view is nothing but an after thought and cannot be believed.

16. The evidence adduced by the Party I does not prove that his resignation was not voluntary and that it was obtained by force, duress and coercion. This being the case the act of the Party II in relieving the Party I from service on the basis of the resignation cannot be said to be illegal or unjustified. Consequently, the Party I is not entitled for any relief. Under the circumstances and in view of discussion supra, I pass the following order.

#### ORDER

The non-employment or refusal of employment of Shri A. R. Srivathsa from 9-10-01, by M/s. Sundaram Motors, Ponda, Goa is legal and justified. The Party I is not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Smt. A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal,  
Labour Court.

#### Notification

No. 28/1/2010-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 29-12-2009 in reference No. IT/07/2008 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 8th February, 2010.

#### THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. Ref. IT/07/2008

Shri Gokuldas Gaonkar,  
House No. 68, Advoi,  
Satari-Goa.

... Workman/Party I

V/s

M/s. Kamadhenu Sahakari,  
Dudh Utpadak Vyavasahik  
Saunstha Maryadit,  
Advoi, Satari-Goa. ... Employer/Party II

Party I/Workman represented by Adv., L. V. Palekar.

Party II/Employer represented by Adv., G. Gaonkar.

Panaji : Dated 29-12-2009.

#### AWARD

In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 25-02-2008 bearing No. 28/45/2007-LAB/285 referred the following dispute for adjudication to the Industrial Tribunal of Goa.

“(1) Whether the action of the Management of M/s. Kamadhenu Sahakari, Dudh Utpadak Vyavasahik Saunstha Maryadit, Advoi, Satari -Goa in terminating the services of Shri Gokuldas Gaonkar, Milk Tester, with effect from 31-05-2005, is legal and justified?

(2) If not, to what relief, the Workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/07/08 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his Statement of claim on 11-06-2008 at Exhibit 6. The facts of the case in brief as pleaded by the Workman in its statement of claim are that he joined in the services of the Employer/Party II (for short 'Employer') on 23-12-1985 and has been working as a 'Milk Tester' in a permanent capacity. He stated that his last drawn wages was Rs. 1100/- p. m. He stated that to his utter surprise the Employer Saunstha abruptly terminated his services vide its letter dated 10-12-2002. He stated that the termination of his services came from out of the blue without any cause and without being any enquiry. He stated that he was unaware of the reasons for his termination. He stated that the Employer vide its letter dated 07-02-2003 sought to replace the word "terminated" from its earlier letter dated 10-12-2002 by inserting the terms "suspended from duty". He stated that it was apparent that the Employer had pre-decided the termination of his services with clear aim to victimize him. He stated that by the same letter, he was informed that there were certain shortages and/or discrepancies at the

instance while working in the Saunstha and that a charge sheet would be issued to him followed by an enquiry. He stated that he has not been provided with the service rules of the Saunstha nor provided the terms and conditions of his employment with the Employer Saunstha and hence his suspension from duties is itself unjust and illegal. He stated that vide his letter dated 20-02-03, the Employer was asked to disclose under what provision he was suspended from duty. He stated that the Employer failed to reply to the said letter nor allowed him to join the duties. He stated that the action of the Employer in terminating his services is without following the principles of natural justice. He stated that he was kept under suspension illegally since December, 2002 without even being paid subsistence allowance. He stated that after around one and half year, he was issued a show cause notice dated 15-06-2004, wherein it was alleged that he had delivered less milk and that he had mis-appropriated the quantity of milk to be delivered between the period starting from 1-10-2002 to 16-11-2002 and that he caused a loss of Rs. 3,453/- to the Party II, calculated @ of Rs. 10 per kg. Milk. He was further directed to show cause as to why he should not be discharged from their services. He stated that vide his letter dated 17-06-2004, he explained the circumstances and brought to the notice of the Employer that he had not mis-appropriated the quantity of milk in manner and denied the allegations made against him. He stated that his job involves receiving the milk from the suppliers by measuring the quantity received from each supplier and pouring in the canes. He stated that the helper, Miss Jayanti Gaonkar used to enter the measured milk in the register maintained by the Saunstha. He stated that his responsibility was restricted to measuring milk received and storing the same in the canes. He stated that the Employer in the garb of following the principles of natural justice called for an enquiry. He stated that he participated in the said enquiry. He stated that the so called enquiry was conducted in a hurry and the proceedings suggest that the charges were never proved against him. He stated that he was working with the Employer Saunstha with sincerity and dedication. He stated that he was even forced to work on holiday and not allowed to avail his weekly off.

He stated that the enquiry conducted in to the illegal charge sheet was only a facade and no enquiry. He therefore prayed that the termination of his services be held as illegal and unjustified and the Employer Saunstha be directed to reinstate him in their services w.e.f. 31-05-2005 with consequential relief including back wages.



3. The Employer filed written statement on 30-07-2008 at Exb. 8. The Employer society by way of preliminary objection submitted that the entire reference is bad in law and not maintainable. The Employer by way of preliminary objections further stated that the entire claim filed by the Workman is misconceived, frivolous and is liable to be dismissed with costs. The Employer stated that the Workman was working as a part time worker with them, committed serious acts of misconduct of theft of the society's property. The Employer stated that he was caught red handed and therefore a charge sheet was issued to him. The Employer stated that an enquiry was conducted against the Workman by an outside agency/person by following the principles of natural justice. The Employer stated that the enquiry officer gave his findings by holding that the charges levelled against the Workman stands fully proved. The Employer stated that having regards to the gravity and the seriousness of the proved charges against the Workman, he was dismissed from the service of the society. The Employer stated that the entire act of the society while dismissing the Workman from their services is legal and justified and therefore the entire reference ought to be dismissed in limine. The Employer submitted that the entire action in this connection is within the provisions of law and within its parameters. The Employer stated that the society has full right to initiate disciplinary proceedings and action against the Workman. The Employer stated that the enquiry has been conducted in a fair and proper manner by following the principles of natural justice. The Employer stated that full opportunity was given to the Workman to defend his case.

The Employer stated that during the course of enquiry, the Workman was represented by one Mr. Vijaykumar Patil and he fully participated in the enquiry. The Employer stated that it has lost the confidence in the Workman due to misconducts committed by him. The Employer stated that it was the duty of the Workman being its 'Milk Tester' to collect the milk from the member on her behalf and after taking the measurement supply/delivered the same to the Goa Milk Producer Union Ltd., Ponda-Goa and other purchasers. The Employer further stated that it takes the milk from its members in litres, while delivering the same to the Goa Milk Producer's Union Ltd., Ponda, delivered in kilograms by using the formula of 1 Litre=1.02 kgs recognized as "ANAND PATTERN". The Employer stated that it was the duty of the 'Milk Tester' is to keep all the instruments used for the measurements of the milk in a clean conditions.

The Employer stated that the Workman should be conscious while taking the milk and about the conditions of the milk. The Employer stated that he should test the milk by smelling the same and if required by boiling. The Employer submitted that it has gone through the entire records of the enquiry proceedings, findings of the enquiry officer and connected papers and concurred with the findings of the enquiry officer. The Employer stated that it also went through the past records of the Workman. The Employer stated that the Workman was issued a show cause notice asking him to show cause within 48 hours from the receipts of the said notice as to why action should not be taken against him. The Employer stated that the Workman replied to the said show cause notice by making false and baseless allegations against it and the Enquiry Officer. The Employer stated that after thoroughly going through the said reply of the Workman, it does not found satisfactory and revealed that there is no extenuating circumstances to take a lenient view and therefore decided to dismiss the Workman. The Employer denied that the Workman was working as a permanent Workman of the society. The Employer denied the case of the Workman as pleaded in his claim statement which is contrary to their case. The Employer therefore prayed that the claim application filed by the Workman be dismissed with costs.

4. Thereafter the Workman filed his rejoinder on 07-11-2008 at Exb. 9. The Workman by way of his rejoinder denied the case of the Employer which is contrary to his case and reiterates, confirms the statement/averments and submissions made by him in his claim statement.

5. On the basis of pleadings filed by the respective parties this Court framed the following issues at Exb. 10.

1. *Whether a free, fair & impartial enquiry was held against the Workman/Party I pertaining to the alleged misconduct?*

2. *Whether the charges of alleged misconduct have been proved to the satisfaction of this Court by acceptable evidence?*

3. *Whether the Workman/Party I proves that he was employed with the Employer/Party II permanently since 23-12-1985 till the date of his termination w.e.f. 31-05-05?*

4. *Whether the Employer/Party II proves that the action of the Party II/Employer in terminating his services of the Workman/Party I w.e.f. 31-05-05 is illegal & unjustified?*



5. *Whether the Employer/Party II proves that Workman/Party I was employed by them on part time basis?*

6. *Whether the Workman/Party I is entitled for any relief?*

7. *What Award?*

6. Thereafter the case was fixed for evidence of the Workman. The Workman also examined himself as his sole witness to prove his case. He was thoroughly cross examined by the Ld. Adv., Shri G. Gaonkar for the Employer. Thereafter the Workman closed his evidence and the case was fixed for the Employers evidence. The Employer Society even filed an Affidavit-in-Evidence of his Chairman, Shri Dhananjay Dessai & also produced certain documents on record and the case was adjourned for the cross examination of the Employer's witness, Shri Dhananjay Dessai to 05-11-2009. On 05-11-2009 the Ld. Adv., Shri L. V. Palekar as well as Ld. Adv., G. Gaonkar appearing for the respective parties jointly submitted that the matter is likely to be settled amicably between the parties and sought time. The Ld. Adv., Shri Sharad Chodnekar was also appointed as a mediator at the request of the Ld. Advocates appearing for the respective parties. Accordingly on 21-12-2009, the Ld. Adv., Shri Sharad Chodnekar & the parties alongwith their respective advocates appeared before me and filed a joint application consisting of terms of settlement at Exb. 14 and prayed that a consent award be passed in terms of amicable settlement between the parties.

I have carefully perused the said terms of settlement filed by the parties hereinabove alongwith their respective advocates at Exb. 14 and I am of the opinion that the said terms of settlement are beneficial to both the parties, hence I consented for the same and hence I pass the following order:

#### ORDER

1. It is agreed between the parties that the Party II shall pay to the Party I a sum of Rs. 39,000/- (Rupees thirty nine thousand only) by way of settlement on or before 1st April, 2010.

2. It is agreed between the parties that the Party I shall be paid Provident Fund dues payable to the Party I by the Party II. The sum payable towards the Provident Fund dues will be intimated to the Party I and paid separately on or before 1st April, 2010.

3. It is agreed between the parties that the payment referred in Clause 1 and Clause 2 above

complies with the payment as agreed and in full and final settlement of all the claims made by the Party I against the Party II in the present matter.

4. It is agreed between the parties that the final amount payable as above will be subject to any deductions that may be due from the Party I while the Party I was in the services of the Party II which will be again subjected to valid documents being shown to the Party I as regards such deductions.

5. The Party I in view of the above settlement agrees that the settlement fulfills the entire claim raised by him against the Party II in full and final settlement.

6. That the Party I declares that compliance of the aforementioned settlement leaves no further disputes between him and the Party II.

7. That in view of the amicable settlement between the parties hereinabove the dispute as to "Whether the action of the Management of M/s. Kamadhenu Sahakari, Dudh Utpadak Vyavasahik Sauntha Maryadit, Advoi, Satari-Goa in terminating the services of an Shri Gokuldas Gaonkar, Milk Tester with effect from 31-05-2005, is legal and justified?" dose not survive.

8. No order as to costs.

9. Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar),  
Presiding Officer,  
Labour Court-II.

◆◆◆  
Department of Personnel

—  
Order

No. 3/1/80-PER-Vol.III

On placement of her service at the disposal of Government of Goa by Government of India, Ministry of Home Affairs, New Delhi, vide order No. 14031/6/2009-UTS.I dated 27th January, 2010 Government of Goa is pleased to appoint Smt. S. Sundari Nanda, IPS (AGMU:88) as Dy. Inspector General of Police with immediate effect and also to look after the work of Inspector General of Police in addition to her own duties i.e. w.e.f. 01-03-2010.

Smt. S. Sundari Nanda, IPS (AGMU:88) reported to this State Government on 09-02-2010 (a.n.) and was awaiting posting. She shall draw her salary against leave and training reserve for the period

from 10-02-2010 till joining to the post of Dy. Inspector General of Police.

By order and in the name of the Governor of Goa.

*Yetindra M. Maralkar*, Joint Secretary (Personnel).

Porvorim, 26th February, 2010.

## Department of Public Health

### Order

No. 4/10/2002-II/PHD/Vol.I

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(1)/97/06 dated 08-01-2010, Government is pleased to promote Dr. Sambprasad Nadkarni, Assistant Professor in Orthopaedic Surgery to the post of Associate Professor in Orthopaedic Surgery in Goa Medical College, Bambolim on regular basis in the Pay Band—3 Rs. 15,600-39,100 with Grade Pay of Rs. 6,600/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to death of Dr. Carlos Barreto, Associate Professor w.e.f. 05-03-2006.

By order and in the name of the Governor of Goa.

*Derrick Pereira Neto*, Under Secretary (Health).

Porvorim, 26th February, 2010.

### Certificate

No. 44/09/2009-I/PHD

Read: 1) Memorandum No. 45/3/2009-I/PHD dated 11-08-2009.

2) Government Order No. 45/3/2009-I/PHD dated 08-09-2009.

Certified that the character and antecedents of Dr. Rupa Satish Padwalkar, Junior Gynaecologist under Directorate of Health Services has been verified by the District Magistrate, North Goa and nothing adverse has come to the notice of the Government. She has also been declared medically fit by the Medical Board, Goa Medical College.

*Paula Fernandes*, Under Secretary (Health-II).

Porvorim, 24th February, 2010.

### Certificate

No. 21/25/97-I/PHD

Certified that Dr. Bandana Pandey, Sr. Pathologist, Hospicio Hospital, Margao under the Directorate of Health Services would have continued to officiate in the said scale but for her transfer on deputation as Sr. Pathologist, to Government Multi Speciality Hospital, Chandigarh.

The certificate is issued as required under FR.26(d)(ii) for the purpose of releasing her annual increment w.e.f. 1-7-2009 due in Pay Band—3 Rs. 15,000-39,100+6,600 (GP).

This certificate is issued with the approval of Secretary (Health).

*Paula Fernandes*, Under Secretary (Health-II).

Porvorim, 24th February, 2010.

### Certificate

No. 4/18/2002-II/PHD/Vol-I

Read: Government Order No. 4/18/2002-II/PHD/Vol-I dated 10-09-2010.

Certified that the character and antecedents of Dr. Yogesh Parshuram Nekar, Assistant Lecturer, Department of Physiology in Goa Medical College, Bambolim mentioned in the above referred Order have been verified by the District Magistrate, South Goa District, Margao and nothing adverse has come to the notice of the Government.

*Derrick Pereira Neto*, Under Secretary (Health).

Porvorim, 26th February, 2010.

### Certificate

No. 22/4/2001-I/PHD

Read: 1) Memorandum No. 22/4/2001-I/PHD dated 17-11-2009.

2) Government Order No. 22/4/2001-I/PHD dated 07-12-2009.

Certified that the character and antecedents of Shri Fernandes Wilson Nicolau, Lecturer in Psychiatry/Mental Health Nursing, Institute of Nursing Education, Bambolim under Directorate of Health Services mentioned in the Orders cited above have been verified by the District Magistrate, North Goa District, Panaji and nothing adverse has come to the notice of the Government. He has also been declared medically fit by the Medical Board, Goa Medical College.

*Paula Fernandes*, Under Secretary (Health-II).

Porvorim, 2nd March, 2010.

## Department of Revenue

—  
Order

No. 22/21/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/21/2008-RD dated 25-07-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, (Extraordinary No. 4), Series II No. 19, dated 08-08-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. land acquisition for construction of New International Airport at Mopa in Pernem Taluka (hereinafter referred to as the "said public purpose").

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/21/2008-RD dated 28-07-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 19, dated 06-08-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Rev-I & II).  
Porvorim, 2nd March, 2010.

—  
Order

No. 22/22/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/22/2008-RD dated 25-07-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, (Extraordinary No. 4), Series II No. 4, dated 08-08-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. land acquisition

for construction of approach road to New International Airport at Mopa in Pernem Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for said public purpose, vide Notification No. 22/22/2008-RD dated 28-07-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 19, dated 06-08-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Rev-I & II).

Porvorim, 2nd March, 2010.

Office of the Collector, North Goa District  
Civil Administration Branch

—  
Order

No. 4/21/2009-CAB/Bye-Laws

Read: Government letter No. 3/3/2009-RD dated 09-02-2010.

The Government under the powers vested in it by article 18 of the Goa Devasthan Regulation is pleased to appoint the below named persons of the Special Committee of frame the Bye-Laws of the Devasthan "Shree Nagnath Bhumika Vetal Panchayathan Devasthan" Agarwada, Pernem-Goa.

**Effective Members**

1. President : Shri Rajesh Ramdas Nagvekar.
2. Secretary : Shri Sandeep Nagvekar.
3. Treasurer : Shri Vijaykumar Nagvekar.

**Substitute Members**

1. President : Shri Prabhakar Nagvekar.
2. Secretary : Shri Arun G. Nagvekar.
3. Treasurer : Shri Ashok Nagvekar.

The above Committee shall submit the draft Bye-Laws to the Government within a period of six months from the date of publication of this Order in the Government Gazette. The procedure laid down in the articles 17 and 18 of the Devasthan Regulation as amended by the Legislative Diploma No. 1899 dated 29-05-1959 and the Government directions contained in the Revenue Department letter No. RD/END/116/71-II dated 27-07-1971 are to be followed to frame draft Bye-Laws.

The above Committee is also entrusted with the Management of the said Devalaya until the Bye-Laws are approved and published.

*R. Mihir Vardhan*, Collector & D.C.A. of North.  
Panaji, 2nd March, 2010.

#### Notification

No. 22/41/2008-RD

Whereas by Government Notification No. 22/41/2008-RD dated 01-01-2009 published on pages 1000 of Series II No. 41 of the Official Gazette dated 08-01-2009 and in two newspapers (1) "Navhind Times" dated 07-01-2009 and (2) "Tarun Bharat" dated 07-01-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction & widening of existing ODP road opposite Anand Narvekar's house Amaral to Sateri Temple, Taleigao-Goa.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints under clause (c) of Section 3 of the said Act, the Dy. Collector and SDO, Sub-Division, Panaji, to perform the functions of a Collector, North Goa District, Panaji for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said the Dy. Collector and SDO, Sub-Division, Panaji till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Taluka: Tiswadi		Village: Taleigao
Survey No./Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
160/3 (Part)	O: Alberto Pedro Lucio Afonso. O: Maria Helena Afonso. <i>House owned by:</i> O: Raghu Guno Shirodkar. O: Nonu Paika Cuncolkar. O: Chandru Atma Gauns. O: Ulho Ragu Cuncalkar. O: Thukaram Paik Cuncalkar. O: Deepa Popet Cuncolkar. O: Govind Vishnu Cuncolkar. O: Venkitesh Vaga Cuncolkar. O: Baburao Dharma Chopdekar.	30
160/2 (Part)	O: Kalpana Laxman Gawas.	275
160/6 (Part)	O: Maria Zinba Afonso e Gudinho.	60
160/7 (Part)	O: Maria Idda Afonso.	44
160/8 (Part)	O: Usno Dipu Kuncolkar.	10

#### Boundaries :

North	: Road.
South	: S. No. 160/3, 8.
West	: S. No. 160/2, 6, 7, 8.
East	: S. No. 160/3.

Total: 419

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Revenue).

Porvorim, 2nd March, 2010.

Department of Science, Technology & Environment

#### Corrigendum

No. 5/20/87/STE/Part-II/1766

Read: 1) Notification No. 5/20/87-STE/(Part-II)/239 dated 08-06-2009 published in the Official Gazette, Series II No. 11 dated 11th June, 2009.



2) Office Memorandum No. 2/7/76-PER  
(Vol.III) (Part-I) dated 30-12-2009.

On Government issuing Office Memorandum read at (2) above, in the Notification read at (1) above, at serial number 2, the following entry shall be substituted, namely:-

“2 Principal Chief Conservator ... Member.”  
of Forests/Additional  
Principal Chief Conservator  
of Forests

By order and in the name of the Governor  
of Goa.

*Michael M. D'Souza*, Director (STE) & ex officio  
Joint Secretary.

Saligao, 4th March, 2010.

◆◆◆

**Department of Water Resources**  
Office of the Chief Engineer

—  
**Order**

No. 3/25-4/87/CE-WR/1153

On the recommendation of the Goa Public Service Commission, as conveyed vide letter No. COM/II/11/27(1)/97/Vol.I/11 dated 19-01-2010, Government is pleased to order the promotion of Shri B. V. Pujari, Assistant Engineer (Civil) of the Water Resources Department, Government of Goa, to the post of Executive Engineer/Surveyor of Works (Civil) in Water Resources Department on regular basis in the pay scale of PB—3 Rs. 15,600-39,100+6,600 (Pay Band+Grade Pay)+other allowances with effect from 15-11-2006 and post him in the Office of Superintending Engineer, Central Planning Organisation, W.R.D., Panaji.

His pay will be fixed as per rules.

He may exercise his option if he so desires within one month from the date of issue of this order for fixing his pay.

T.T.A. will be admissible provided change of residence is involved.

He will be on probation for a period of 2 years.

By order and in the name of the Governor  
of Goa.

*S.T. Nadkarni*, Chief Engineer (WR) & ex officio  
Addl. Secretary.

Panaji, 4th March, 2010.

**Government Printing Press**

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